苏黎世中国董事、高级管理人员和公司责任险 2009 版附加证券类索赔先决分配条款

以收取保费为前提，双方理解并同意，针对本保单下**被保险公司**和**被保险个人**共同产生的与**证券类索赔**有关的**财务损失，被保险公司**、**被保险个人**和**保险人**约定该等**财物损失**应按照如下方式在**被保险个人**和**被保险公司**之间分配：

该等**财务损失**中的百分之 XX（XX）应被视为保单承保的**财务损失**，剩余部分应由**被保险公司**承担，而不属于保单承保范围。保险人应承担的**财务损失**适用相关**免赔额**、责任限额、明示的不属于**财务损失**定义的范围，**抗辩费用**，除外条款，限制以及本保单下其他条款、条件和规定。（下文中称为"**证券类索赔先决分配**"）

证券类索赔先决分配既不适用于也不推定与任何其他**索赔**有关的任何其他**财务损失**的分配。

本附加条款与主险条款相抵触之处，以本附加条款为准，所有其他条款、条件和限制保持不变。

Predetermined Allocation for Securities Claims (I)

In consideration of the premium charged, it is hereby understood and agreed that with respect to **Financial Loss** jointly incurred by the **Company** and any **Insured Person** under the Policy in connection with any **Securities Claim**, the **Company** and the **Insured Person(s)** and the **Insurer** agree that the **Insured Person**, the **Insurer** and the **Company** shall allocate such **Financial Loss** as between the **Insured Person(s)** and the **Company** as follows:

XX (XX) percent of such **Financial Loss** shall be deemed to be covered **Financial Loss** under the Policy, and the remainder shall be deemed to be the obligation of the **Company** and not insured under this Policy; however, the **Insurer** shall only be liable to pay such **Financial Loss** subject to the policy's applicable **Deductible** amount, limits of liability, and expressed exceptions to the definition of **Financial Loss**, **Defense Costs**, exclusions, limitations and the other terms and conditions provisions of this Policy (hereinafter "**Preset Allocation for Securities Claims"**).

Provided that in all events the **Preset Allocation for Securities Claims** described above shall neither apply to, nor create, any presumption with respect to the allocation of any other **Financial Loss** with regard to any other **Claim.**

ALL OTHER TERMS, CONDITIONS AND LIMITATIONS REMAIN UNCHANGED.